



## CHAPTER I GENERAL INFORMATION

### SECTION 1-03

### GENERAL PROCEDURES

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#### 1-03.1 COORDINATION

- 1-03.1 (1) GENERAL.** A systematic operation of the Design Division requires that the work of completing detail plans for highway improvements be coordinated between the district, the Design Division, and the FHWA. Each agency must be kept advised and informed as work progresses. The prime responsibility for this coordination is with the district. Controversial items are discussed and settled as early as possible as work progresses rather than after work has been completed.
- 1-03.1 (2) DESIGN DIVISION.** The responsibility of completing surveys and plans in accordance with approved criteria is with the district. Design instructions and changes from given criteria are approved by the Design Division. It is the responsibility of the district to see that the detail plans are complete and accurate, including quantities, estimates, and special provisions. The Design Division is not a checking agency. Plans are processed and assembled for letting by the Design Division without detail checking. The Design Division acts only in a plan processing and consulting capacity. Through specialized training and experience, Design Division personnel can very often furnish the district with valuable advice and assistance. This service is available at any time upon request. The district should not hesitate to make such a request. If a problem arises that cannot be settled in the district, the district advises the Design Division, and personnel will be made available for the solution either in the district or in the Design Division. Personnel from the Design Division will review and inspect surveys, strip maps, and plans in the district as they are being prepared. This procedure allows differences to be discussed and settled while the work is being performed, thereby eliminating delays caused by settling such items by correspondence, and wasted time caused by correcting and changing work, after it is completed. After decisions are reached, plans are developed accordingly without further correspondence or discussion unless conditions change which will warrant further consideration.
- 1-03.1 (3) FEDERAL HIGHWAY ADMINISTRATION.** Federal regulations require that the FHWA be kept informed of activities of the Design Division to insure that they exercise proper review and inspection covering the use and expenditure of federal funds. It is the responsibility of the district to give representatives of the FHWA an opportunity to inspect and review surveys, strip maps, and detail plans as the work is performed. This matter is handled informally with the FHWA representative in the district. Minor items can be handled directly with the representative in the district. Major items such as a change in location, a change in geometrics, or a major grade change, which the representative may suggest or recommend should be submitted to the Design Division, in writing, by the FHWA for consideration.
- 1-03.2 WORK PROCEDURE AND SCHEDULE.** A plan and sequence of operation is necessary for a systematic operation of the Design Division. The sequence or schedule of operation is based on the construction program described in [Section 1-02](#) and letting schedules which are taken from the construction program. The work procedure for a typical project from the time it is programmed to the letting stage is given on [Figure 1-03.1](#) and [1-03.2](#). It is the responsibility of the district to maintain the schedule for all projects appearing on the construction program. If for any reason the schedule cannot be maintained, the district advises the Design Division as soon as the district determines that it will not be possible to maintain the schedule. The district does not perform work on improvements that do not appear on the approved construction program without approval from the Design Division.
- #### 1-03.3 CORRESPONDENCE
- 1-03.3 (1) GENERAL.** The Design Division is furnished with copies of pertinent correspondence, originating in the district, to other divisions and to persons or groups outside the department. The district is furnished with copies of similar correspondence originating in the Design Division. Letters from the district to the Design Division containing alternate proposals should include a recommendation.

**1-03.3 (2) LETTER HEADINGS.** To simplify filing and routing correspondence, letters are headed similar to the following example. However, in the case of an answer to a general public letter the heading is shown at the bottom of the letter.

Design  
Route 399, Shaw County (1)  
Route A to Route Z (2)  
Job No. J5P0003 (3)  
Utilities (4)  
Apex Power Company (5)

Line 1 is self-explanatory.

Line 2 is used to identify the portion of the route referred to. The description used here is the same as or an abbreviation of the description of the improvement on the approved construction program.

Line 3 is the job number.

Line 4 is used to show the subject matter of the letter. A letter should not generally cover more than one subject. Other generally used subject headings are as follows:

- Plans
- Strip Map
- Computer
- Lighting, Signals, or Signing
- Right of Way
- Urban
- Federal Aid
- Photogrammetry
- Location Study
- Public Hearing
- Railroads
- Cost Accounting
- Request for Prints
- Engineering Services Contract
- Pavement Design
- Hydraulics
- Interchange Layouts
- Specifications
- Standard Plans
- Design Manual

Line 5 is not generally applicable except for letters relating to utilities, railroads, or engineering services contracts.

**1-03.4 ENGINEERING SERVICES CONTRACTS FOR ROADWAY DESIGN.** It is the desire of the department to minimize the amount of outside engineering services. Where it is not possible for department personnel to maintain the schedule for plans, the use of outside engineering services is necessary. The employment of consultants requires a firm contract and approval of the commission. If the district determines that outside engineering services are necessary to maintain the schedule, the district should discuss the matter with representatives of the Design Division. The proper procedure is for the district to submit to the Design Division the names of three qualified consultants following Equal Employment Opportunity practice. The list will then be submitted to the commission for final selection of the consultant. The district then contacts the consultant selected to obtain a preliminary proposal to perform the desired services. The preliminary proposal is reviewed by the

district and their comments and recommendations, along with a copy of the proposal, are submitted to the Design Division for review. Should the fee in the preliminary proposal be too high, no further action is taken by the Design Division other than so advising the district. If the engineering fee is satisfactory, pre-audit evaluation procedures are completed, and the proposal is presented to the commission by the chief engineer for approval and authorization for execution of a contract with the consultant. The district prepares a formal engineering contract covering the items of work included in the preliminary proposal as approved by the commission and secures approval of form from the Chief Counsel and approval of the contract from the FHWA. The contract is then submitted for execution to the consultant. After execution by the consultant, the contract is submitted to the Design Division for final execution by the commission. The completed contract is returned to the consultant through the district along with a letter from the district engineer authorizing the consultant to proceed with the work. Firm lump sum or firm unit price contracts are preferred rather than cost-plus contracts. The contract should specify definitely the scope of the work and its cost to avoid later misunderstandings. Invoices received from the consultant for engineering services are forwarded by the district to the Design Division for review and subsequent submittal to the Fiscal Services Division for payment. The district should from time to time review the terms of the contract to be sure that all provisions are being complied with. Any proposed revisions in the contract fees, due to an increase or decrease in the agreed work, shall be approved by the Design Division. Such changes may in some instances require negotiating a supplemental agreement and commission approval. Upon completion of all services for a particular contract, and upon receipt and payment of the consultant's final statement, the district shall have four copies of Form D-40 executed. One copy is forwarded to the Fiscal Services Division with the district's letter requesting that the contract be terminated. The district's letter includes a summary of funds authorized, funds expended and the remaining balance according to district records. The Design Division is supplied with a copy of the above letter along with a signed copy of Form D-40. One copy of Form D-40 is retained for the consultant and one copy in the district's files. Prompt termination of engineering services contracts will permit any excess funds, which have been set up for the contract such as contingencies funds, to be released for reallocation.

### 1-03.5 REPORTS

- 1-03.5 (1) GENERAL.** Monthly reports are generated from data stored on the mainframe computer. As progress occurs, data is updated through mainframe computer programs utilizing on-line updating. There are two manuals available to assist in using the on-line updating capability. One manual is for use by the districts and is entitled "Right of Way and Construction Program - User's Manual - District Applications." The other manual is for use by the Design Division and is entitled "Highway and Transportation - Video Inquiry Manual - Right of Way and Construction Program Update - Main Office Applications." Assistance in using these two programs and manuals may be obtained from Information Systems personnel. Progress on each project should be entered as it occurs so that the project's status will be as accurate and timely as possible. Monthly reports will be generated from the data as it exists on the last working day of the month.
- 1-03.5 (2) LETTING PLANS STATUS REPORT.** A monthly report is generated for each district to show the status of projects proposed for letting within the next 12 months. This listing aids the Bridge Division in scheduling bridge design. Letting dates are established by the Design Division in consultation with the districts. If a project scheduled for letting is delayed, the district should advise the Design Division as soon as possible so that the letting date can be adjusted. A letter should be submitted to the Design Division explaining the cause of delay and the need for re-scheduling. Also indicate by letter any potential delays that are eminent, especially when corrective measures can be taken by the Design Division. This type of correspondence helps the Design Division understand the causes for delays and re-scheduling and aids in avoiding delays where possible. [Figure 1-03.3](#) shows an example of the letting plans status report.
- 1-03.5 (3) PROJECT MANAGEMENT REPORT.** A monthly report is generated for each district to show project management data such as percent plans complete, project schedules, projects behind schedule, etc. [Figure 1-03.4](#) shows an example of the project management report.
- 1-03.6 DISTRIBUTION OF PRELIMINARY PLANS AND DRAWINGS.** Considerable discretion is exercised in the issuance of preliminary plans to outside interests prior to acquisition of right of way in order to prevent personal advantage by speculators. Preliminary plans are often misinterpreted, which can cause trouble later on when

negotiating for right of way from design plans that have changed during the interim. The following are used as a guide in issuing or distributing preliminary plans: (1) Preliminary plans may be issued to official planning commissions, to local political subdivisions whose planning may be affected by the highway location, to officials of the FHWA, and to other official bodies having a need for such advance information, provided they clearly understand the plans are preliminary, the information is being furnished solely for the purpose of coordinated planning, and that they will treat such information as strictly confidential. (2) Preliminary plans may, when necessary, be furnished to property owners whose property is or will be involved in right of way acquisition, with the understanding that actual negotiations are based on approved design plans. Property owners should be furnished only those portions of the plans which affect their individual properties. (3) Plans may be furnished to utility companies and railroads, where their facilities may be affected by the highway construction. Persons other than those covered in the above criteria are welcome to view the plans in the various stages of preparation, but they are not to be furnished with prints of any of the plans until the right of way is cleared or under condemnation. At that stage we consider the plans rather final and subject only to minor change. All prints of plans issued prior to advertisement for letting, or prior to acquisition of right of way, are stamped, "UNAPPROVED PRELIMINARY PLANS, SUBJECT TO CHANGE - NOT TO BE REPRODUCED OR REISSUED TO OTHERS," except those issued to utility companies and to property owners for use in right of way acquisition.

**1-03.7 AGREEMENTS.** The purpose of an agreement is to provide a contract document between the Missouri Highway and Transportation Commission and other public agencies. The sequence for developing agreements includes the following steps: The district submits a draft contract prepared using approved standard form contracts along with needed information and exhibits to the Design Division. This division circulates the draft to the appropriate divisions for comments. Division comments concerning the draft agreement are sent to the district. Recommended changes are made by the district and the perfected agreement is given to the public agency for their execution. All copies of the agency executed agreement are submitted to the Design Division or Chief Counsel as directed by the Design Division. If the agreement requires Commission approval, as determined from paragraph D of the Commission Policy on Execution of Documents, it is forwarded to the Design Division for placement on the commission agenda. The agreement is then sent to the Chief Counsel for approval as to form and then to the Commission Secretary for execution. Fully executed agreements are returned to the district for distribution to the public agency.

**1-03.7 (1) URBAN.** It is necessary that an urban agreement be made between the Missouri Highway and Transportation Commission, and any incorporated city, town, or village when any portion of a highway project is inside the corporate limits, except for routine resurfacing projects. Consult the Design Division if you are uncertain whether an agreement is necessary. The purpose of such an agreement is to define the proposed improvement and set out the considerations and responsibilities between the commission and the respective incorporated city, town, or village. The essential parts of such an agreement involve the responsibility for right of way, limitation of access, adjustment of utilities, maintenance after construction, disposition of involved city streets, joint approval of all traffic ordinances, storm drainage, traffic control signs and signals, grade changes, and other items. Cost sharing arrangements, including use of city Surface Transportation Program Urban Funds (STP), should be included in the agreement. It is important that this agreement be executed at the earliest possible moment. The district submits an agreement to the Design Division for review and approval. The agreement includes a location sketch which is designated as "Exhibit A." The sketch may cover an entire small town. However, in larger cities, the sketch should include only the part of the city where the improvement is located and enough of the adjacent area for readily ascertaining the location of the improvement. If the proposed improvement passes through the city limits or boundary, such limits are described and stationed so that subsequent annexation by the city will not affect the original agreement. If annexation is in process, the district includes a recommendation to the Design Division regarding this. The sketch should show names of streets and cross streets affected, the location of beginning and ending stations and all other stations listed in the description or mentioned anywhere in the agreement. Make sure the north point is shown. The sketch should be clear and legible and capable of clearly legible reproduction suitable as an exhibit to the agreement. The sketch should be labeled in a space which will not obscure essential data. The label will be as follows: (substitute "City", "Town" or "Village" as appropriate)

**EXHIBIT**

Contract Between  
MISSOURI HIGHWAY AND TRANSPORTATION  
COMMISSION

-and-

CITY OF \_\_\_\_\_, MISSOURI  
Job No., \_\_\_\_\_ County

In order to facilitate the preparation of the agreement the information indicated in the Urban Agreement Format (Form D-45) is followed. The letter of transmittal explains any deviation from the standard paragraphs. Form D-45 is available on the Local Area Network (LAN) as a Microsoft Word document under J:\DEFORMS\AGREEMENT\URBAGREE.DOC.